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SURFACE TRANSPORTATION BOARD

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December 22, 2011

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment of Lease, dated as of December 21, 2011, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Assignor: TRIP Rail Master Funding LLC
2525 Stemmons Freeway
Dallas, Texas 75207

Assignee: The Andersons, Inc.
480 West Dussel Drive
Maumee, Ohio 43537

Chief, Section of Administration
December 22, 2011
Page 2

A description of the railroad equipment covered by the enclosed document
is:

Lease of 94 railcars. FTIX 33256 - FTIX 33349 (formerly TILX 033256 -
TILX 033349).

A short summary of the document to appear in the index is:

Assignment of Lease.

Also enclosed is a check in the amount of \$41.00 payable to the order of
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the
undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Ed M Luria".

Edward M. Luria

EML/bhs
Enclosures

DEC 22 '11 -9 3 0 AM

[Assignment of Lease (TRMF - Andersons)]

SURFACE TRANSPORTATION BOARD

ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, TRIP RAIL MASTER FUNDING LLC ("Assignor") hereby assigns to THE ANDERSONS, INC. ("Assignee") all its right, title and interest, as lessor, under the agreements and documents identified on Schedule 2 attached hereto (collectively, the "Lease") to the extent that the Lease relate to the railcars described on Schedule 1 attached hereto (the "Railcars"). Assignee hereby accepts the foregoing assignment and assumes the obligations of the lessor under the Lease arising from and after this date, to the extent the Lease relate to the Railcars.

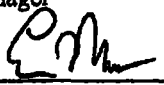
In furtherance of the within assignment, Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorneys of Assignor, with full power of substitution, in the name of Assignor but on behalf of and for the benefit of and at the expense of Assignee, to collect for the account of Assignee all items sold, transferred or assigned to Assignee pursuant hereto; to institute and prosecute, in the name of Assignor or otherwise, but at the expense of Assignee all proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the items sold, transferred or assigned; to defend and compromise at the expense of Assignee any and all actions, suits or proceedings as to all such acts and things in relation thereto at the expense of Assignee as Assignee shall deem advisable. Assignor hereby acknowledges that this appointment is coupled with an interest and is irrevocable by Assignor in any manner or for any reason.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the 21st day of December, 2011.

ASSIGNOR:

TRIP RAIL MASTER FUNDING LLC

By: TRIP Rail Holdings LLC, its Manager,
by Trinity Industries Leasing Company, its
Manager

By: 
Name: Eric Marchetto
Title: Chief Financial Officer

ASSIGNEE:

THE ANDERSONS, INC.

By: _____
Name: _____
Title: _____

ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, TRIP RAIL MASTER FUNDING LLC ("Assignor") hereby assigns to THE ANDERSONS, INC. ("Assignee") all its right, title and interest, as lessor, under the agreements and documents identified on Schedule 2 attached hereto (collectively, the "Lease") to the extent that the Lease relate to the railcars described on Schedule 1 attached hereto (the "Railcars"). Assignee hereby accepts the foregoing assignment and assumes the obligations of the lessor under the Lease arising from and after this date, to the extent the Lease relate to the Railcars.

In furtherance of the within assignment, Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorneys of Assignor, with full power of substitution, in the name of Assignor but on behalf of and for the benefit of and at the expense of Assignee, to collect for the account of Assignee all items sold, transferred or assigned to Assignee pursuant hereto; to institute and prosecute, in the name of Assignor or otherwise, but at the expense of Assignee all proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the items sold, transferred or assigned, to defend and compromise at the expense of Assignee any and all actions, suits or proceedings as to all such acts and things in relation thereto at the expense of Assignee as Assignee shall deem advisable. Assignor hereby acknowledges that this appointment is coupled with an interest and is irrevocable by Assignor in any manner or for any reason

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the 21st day of December, 2011.

ASSIGNOR.

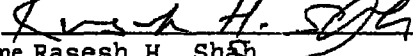
TRIP RAIL MASTER FUNDING LLC

By: TRIP Rail Holdings LLC, its Manager,
by Trinity Industries Leasing Company, its
Manager

By: _____
Name:
Title:

ASSIGNEE.

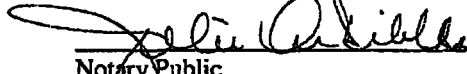
THE ANDERSONS, INC.

By: 
Name: Rasesh H. Shah
Title: President, Rail Group

[Assignment of Lease (TRMF -- Andersons)]

STATE OF OHIO §
 § SS:
COUNTY OF LUCAS §

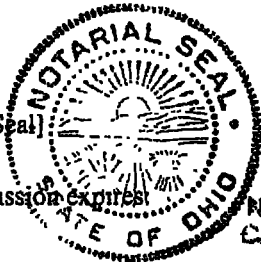
On this 21st day of December, 2011, before me personally appeared Rasesh H. Shah, to me personally known, who being by me duly sworn, says that he is President, Rail Group of The Andersons, Inc., and that the foregoing Assignment of Lease was signed on behalf of said corporation. Further, he acknowledged that the execution of the foregoing Assignment of Lease was the free act and deed of said corporation.



Notary Public

[Notarial Seal]

My commission expires



JULIE ANN DIBBLE

Notary Public, State of Ohio

Commission Expires 09-23-2015

[Assignment of Lease (TRMF – Andersons)]

STATE OF TEXAS

§
§
§

SS:

COUNTY OF DALLAS

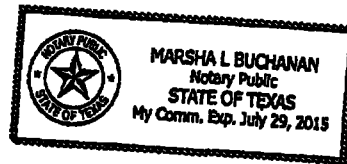
. On this 21st day of December, 2011, before me personally appeared Eric Marchetto, to me personally known, who being by me duly sworn, says that he is CEO of Trinity Industries Leasing Company, and that the foregoing Assignment of Lease was signed on behalf of said corporation. Further, he acknowledged that the execution of the foregoing Assignment of Lease was the free act and deed of said corporation.

Marsha L. Buchanan
Notary Public

[Notarial Seal]

My commission expires:

July 29, 2015



SCHEDULE 1
THE RAILCARS

<u>Car</u>	<u>Current Car Mark</u>	<u>Current Car Number</u>	<u>New Car Mark</u>	<u>New Car Number</u>
1	TILX	33256	FTIX	33256
2	TILX	33257	FTIX	33257
3	TILX	33258	FTIX	33258
4	TILX	33259	FTIX	33259
5	TILX	33260	FTIX	33260
6	TILX	33261	FTIX	33261
7	TILX	33262	FTIX	33262
8	TILX	33263	FTIX	33263
9	TILX	33264	FTIX	33264
10	TILX	33265	FTIX	33265
11	TILX	33266	FTIX	33266
12	TILX	33267	FTIX	33267
13	TILX	33268	FTIX	33268
14	TILX	33269	FTIX	33269
15	TILX	33270	FTIX	33270
16	TILX	33271	FTIX	33271
17	TILX	33272	FTIX	33272
18	TILX	33273	FTIX	33273
19	TILX	33274	FTIX	33274
20	TILX	33275	FTIX	33275
21	TILX	33276	FTIX	33276
22	TILX	33277	FTIX	33277
23	TILX	33278	FTIX	33278
24	TILX	33279	FTIX	33279
25	TILX	33280	FTIX	33280
26	TILX	33281	FTIX	33281
27	TILX	33282	FTIX	33282
28	TILX	33283	FTIX	33283
29	TILX	33284	FTIX	33284
30	TILX	33285	FTIX	33285
31	TILX	33286	FTIX	33286
32	TILX	33287	FTIX	33287
33	TILX	33288	FTIX	33288
34	TILX	33289	FTIX	33289
35	TILX	33290	FTIX	33290
36	TILX	33291	FTIX	33291
37	TILX	33292	FTIX	33292

38	TILX	33293	FTIX	33293
39	TILX	33294	FTIX	33294
40	TILX	33295	FTIX	33295
41	TILX	33296	FTIX	33296
42	TILX	33297	FTIX	33297
43	TILX	33298	FTIX	33298
44	TILX	33299	FTIX	33299
45	TILX	33300	FTIX	33300
46	TILX	33301	FTIX	33301
47	TILX	33302	FTIX	33302
48	TILX	33303	FTIX	33303
49	TILX	33304	FTIX	33304
50	TILX	33305	FTIX	33305
51	TILX	33306	FTIX	33306
52	TILX	33307	FTIX	33307
53	TILX	33308	FTIX	33308
54	TILX	33309	FTIX	33309
55	TILX	33310	FTIX	33310
56	TILX	33311	FTIX	33311
57	TILX	33312	FTIX	33312
58	TILX	33313	FTIX	33313
59	TILX	33314	FTIX	33314
60	TILX	33315	FTIX	33315
61	TILX	33316	FTIX	33316
62	TILX	33317	FTIX	33317
63	TILX	33318	FTIX	33318
64	TILX	33319	FTIX	33319
65	TILX	33320	FTIX	33320
66	TILX	33321	FTIX	33321
67	TILX	33322	FTIX	33322
68	TILX	33323	FTIX	33323
69	TILX	33324	FTIX	33324
70	TILX	33325	FTIX	33325
71	TILX	33326	FTIX	33326
72	TILX	33327	FTIX	33327
73	TILX	33328	FTIX	33328
74	TILX	33329	FTIX	33329
75	TILX	33330	FTIX	33330
76	TILX	33331	FTIX	33331
77	TILX	33332	FTIX	33332
78	TILX	33333	FTIX	33333
79	TILX	33334	FTIX	33334
80	TILX	33335	FTIX	33335

81	TILX	33336	FTIX	33336
82	TILX	33337	FTIX	33337
83	TILX	33338	FTIX	33338
84	TILX	33339	FTIX	33339
85	TILX	33340	FTIX	33340
86	TILX	33341	FTIX	33341
87	TILX	33342	FTIX	33342
88	TILX	33343	FTIX	33343
89	TILX	33344	FTIX	33344
90	TILX	33345	FTIX	33345
91	TILX	33346	FTIX	33346
92	TILX	33347	FTIX	33347
93	TILX	33348	FTIX	33348
94	TILX	33349	FTIX	33349

SCHEDULE 2

THE LEASE

Ninety-four (94) units identified with marks TILX 33256-33349 (inclusive) leased pursuant to Rider Four (4) to that certain Railroad Car Net Lease Agreement, dated December 21, 2011, between TRIP Rail Master Funding LLC and FTS International Services, LLC (formerly known as Frac Tech Services, LLC). The lease has a maturity date of November 30, 2016.

CERTIFICATION

I, Edward M Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 12-22-11

Edward M Luria
Edward M Luria